furnish car service for their benefit should be held a covenant running with the land. Tested by the foregoing it appears that the covenant was made with the owner of the land, and although it did not relate to a thing *in esse*, it contained the words "successors and assigns," was for the benefit of the owner of the land, as owner, or occupants of the farm only, and apparently for the benefit of no other person, and there was present the requisite privity between the covenantor and covenantee. It logically follows that the covenant ran with the land and was enforceable by plaintiff, were it otherwise free from objection. *Accord*: *Gilmer* v. *Mobile, etc. Ry. Co., supra; Georgia Southern R. Co.* v. *Reeves,* 64 Ga. 492; *Whalen* v. *Baltimore, etc. Ry. Co.,* 108 Md. 11, 69 Atl. 390. The covenant was, however, held to be unenforceable because of public policy: see 153.

DAMAGES—PENALTY OR LIQUIDATED DAMAGES—CONSTRUCTION OF STIPULATION IN CONTRACT.—Plaintiff seeks to recover balance due him on a building contract. The agreement sued on contained a stipulation that $300.00 per week should be paid by contractor for failure to complete structure within prescribed time. Defendant counterclaims for five months delay. *Held,* where the actual damages resulting from the failure to complete a building by the time fixed in the contract were not shown, a stipulation for payment by the contractor of a stated sum per week after such time and until completion will be treated as one for liquidated damages and not as a penalty, and will be enforced. *Simpson Bros. Corporation* v. *John R. White & Son, Inc.* (C. C., R. I. 1911), 187 Fed. 418.

In its opinion the court says, "Under the rules stated in the *Sun Printing & Publishing Ass'n* v. *Moore,* 183 U. S. 642, 22 Sup. Ct. 240, the plaintiff must be held to its agreement." The latter was a case in which the parties had under consideration an estimate of the value of an undeterminable present fact, and having agreed upon the value of a yacht, were estopped by their contract to deny it later. In the instant case the parties had for consideration the value of an undeterminable future event, namely, the loss resulting from a failure to complete the building. In 9 MICH. L. REV. 588, the effect of the *Sun Ass'n* case on subsequent decisions involving a similar question is discussed, and it is pointed out that while some courts citing the *Sun Ass'n* case profess to follow its rule, in fact they are merely giving effect to the old "canon of interpretation" that if, independently of the stipulation, the damages would be uncertain, or incapable, or very difficult of ascertainment, the damages may be liquidated. The following cases are among the number: *Brooks* v. *City of Wichita,* 114 Fed. 297; *U. S.* v. *Alcorn,* 145 Fed. 995; *Turner* v. *City of Fremont,* 159 Fed. 221; *Blodget* v. *Col. Live Stock Co.,* 164 Fed. 305. Here, then, in the principal case the old rule in existence long before the *Sun Ass'n* case was determined, is made use of in fact, though the court says that it is following the latter case which had to do with an essentially different state of facts.

DEEDS—COVENANT TO STAND SEISED TO USES.—The complainant filed a bill to remove a cloud from his title and to construe an agreement executed with due formality by four sisters, joint owners of land, reciting that in case of the